

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JANEL MAPLE	)	
	)	
Plaintiff	)	
v.	)	Case No.: 2:11-CV-02884-BMS
	)	
NCO FINANCIAL SYSTEMS, INC.,	)	
	)	
Defendant	)	

**OFFER OF JUDGMENT**

Date: July 5, 2011

TO: PLAINTIFF JANEL MAPLE, through her attorney, Craig Kimmel of KIMMEL & SILVERMAN, P.C., 30 East Butler Pike, Ambler, Pennsylvania 19002.

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendant NCO Financial Systems, Inc. ("NCO"), hereby offers to allow judgment to be taken against it in favor of plaintiff Janel Maple, as follows:

- 1) The party making the Offer of Judgment is NCO Financial Systems, Inc.;
- 2) The Offer of Judgment is being made to Plaintiff, Janel Maple;
- 3) Judgment shall be entered against NCO for statutory and actual damages in the total amount of \$750 for NCO's alleged violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*;
- 4) The Judgment entered shall also include an amount for reasonable costs and attorney's fees accrued through the date of service of this Offer of Judgment. Reasonable costs and attorney's fees are to be agreed upon by the parties, or, if the parties are unable to agree, to be determined by the Court on application by Plaintiff's counsel subject to the limitation that attorney's fees and costs are cut off as of the date of service of this Offer of Judgment;

- 5) The Judgment entered in accordance with this Offer of Judgment is to be in total settlement of any and all claims by Plaintiff against NCO, and said judgment shall have no effect whatsoever except in settlement of those claims;
- 6) This Offer of Judgment is made solely for the purposes specified in Rule 68, and is not to be construed either as an admission that NCO is liable in this action, or that Plaintiff has suffered any damages; and
- 7) In accordance with Rule 68, if Plaintiff does not accept this Offer of Judgment within fourteen (14) days after service of the Offer, then the Offer shall be deemed withdrawn and evidence of this Offer will be inadmissible except in any proceeding to recover costs. If Plaintiff does not accept this Offer of Judgment, and the judgment finally obtained by Plaintiff is not more favorable than this Offer, then the Plaintiff must pay her costs incurred after this offer, as well as NCO's costs, as allowed by the law of this District.

ACCEPTED:   
Janel Maple

DATE: 7-15-11

Dated: July 5, 2011.

s/ Ross S. Enders  
Ross S. Enders, Esquire  
PA Bar No. 89840  
SESSIONS, FISHMAN, NATHAN & ISRAEL, LLC.  
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Attorney for Defendant,  
NCO Financial Systems, Inc.